

1 FRANCIS M. GREGOREK (144785)  
gregorek@whafh.com

2 BETSY C. MANIFOLD (182450)  
manifold@whafh.com

3 RACHELE R. RICKERT (190634)  
rickert@whafh.com

4 WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP

5 750 B Street, Suite 2770

San Diego, CA 92101

6 Telephone: 619/239-4599

7 Facsimile: 619/234-4599

8 MARK C. RIFKIN (*pro hac vice*)

rifkin@whafh.com

9 ALEXANDER H. SCHMIDT (*pro hac vice*)

schmidt@whafh.com

10 MARTIN E. RESTITUYO (*pro hac vice*)

restituyo@whafh.com

11 WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP

12 270 Madison Avenue

New York, NY 10016

13 Telephone: 212/545-4600

14 Facsimile: 212/545-4677

15 Plaintiffs' Interim Lead Counsel

16 UNITED STATES DISTRICT COURT

17 FOR THE NORTHERN DISTRICT OF CALIFORNIA

18 SAN JOSE DIVISION

19 IN RE APPLE & AT&TM ANTITRUST )  
LITIGATION )

Master File No. C 07-05152 JW

) **DECLARATION OF RACHELE R.**

) **RICKERT IN SUPPORT OF**

) **PLAINTIFFS' OPPOSITION TO**

) **DEFENDANT AT&T MOBILITY LLC'S**

) **MOTION TO COMPEL ARBITRATION**

) **AND TO DISMISS CLAIMS PURSUANT**

) **TO THE FEDERAL ARBITRATION ACT;**

) **REQUEST FOR JUDICIAL NOTICE**

) DATE: September 12, 2008

) TIME: 1:00 p.m.

) CRTRM: 8

) JUDGE: Hon. James Ware

27  
28  
RICKERT DECLARATION IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT AT&T MOBILITY  
LLC'S MOTION TO COMPEL ARBITRATION AND TO DISMISS CLAIMS PURSUANT TO THE FEDERAL  
ARBITRATION ACT; REQUEST FOR JUDICIAL NOTICE - MASTER FILE NO. C 07-05152 JW

1 I, Rachele R. Rickert, declare as follows:

2 1. I am an attorney duly licensed to practice before all the courts of the State of  
3 California. I am a member of the law firm Wolf Haldenstein Adler Freeman & Herz LLP, Interim  
4 Lead Counsel for Plaintiffs in the above entitled action. I have personal knowledge of the matters  
5 stated herein and, if called upon, I could and would competently testify thereto.

6 2. Attached hereto as **Exhibit A** is true and correct copy of a press release issued by  
7 defendant Apple, Inc. titled, "Apple Reinvents the Phone with iPhone," dated January 9, 2007.  
8 This press release appears on Apple, Inc's web site.

9 3. Attached hereto as **Exhibit B** is a true and correct copy of H.R. 3010, a bill  
10 submitted to the 110th Congress, 1st Session, by Mr. Johnson of Georgia, dated July 12, 2007.

11 4. Attached hereto as **Exhibit C** is a true and correct copy of the iPhone Important  
12 Product Information Guide dated 2007. The Apple One (1) Year Limited Warranty information  
13 appears beginning on page 16.

14 I declare under penalty of perjury under the laws of the United States of America that the  
15 foregoing is true and correct. Executed this 6th day of August, 2008, at San Diego, California.

16  
17 /s/ Rachele R. Rickert  
18 RACHELE R. RICKERT  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE**

Plaintiffs, in support of their Opposition To Defendant AT&T Mobility LLC's Motion To Compel Arbitration And To Dismiss Claims Pursuant To The Federal Arbitration Act, respectfully request the Court take judicial notice of the documents attached hereto as Exhibits A through C pursuant to Federal Rule of Evidence Rule 201. The contents of each document are "capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Fed. R. Evid. 201(b).

Exhibit A is a press release that was authored by defendant Apple, Inc. ("Apple") and which is posted on Apple's web site. The fact that Apple issued the press release attached hereto as Exhibit A, therefore, cannot reasonably be questioned.

Exhibit B is a copy of H.R. 3010, 110th Congress, 1st Session, submitted by Mr. Johnson of Georgia and dated July 12, 2007. The Court may take judicial notice of bills submitted to Congress. *See Miller v. Standard Nut Margarine Co. of Florida*, 49 F.2d 79, 82 (4th Cir. 1931) (where court took judicial notice of the contents of a bill pending in Congress) (citing *Jacobs v. United States*, 45 F.2d 34 (5th Cir. 1930)).

Exhibit C is Apple, Inc.'s Important Product Information Guide dated 2007 and was also authored by defendant Apple. The existence, location and terms of Apple's warranty pertaining to the iPhone, therefore, cannot reasonably be questioned.

DATED: August 6, 2008

Respectfully Submitted,  
WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP  
FRANCIS M. GREGOREK  
BETSY C. MANIFOLD  
RACHELE R. RICKERT

/s/ Rachele R. Rickert  
RACHELE R. RICKERT

750 B. Street, Suite 2770  
San Diego, California 92101  
Telephone: 619/239-4599  
Facsimile: 619/234-4599  
gregorek@whafh.com  
manifold@whafh.com  
rickert@whafh.com

1 WOLF HALDENSTEIN ADLER  
2 FREEMAN & HERZ LLP  
3 MARK C. RIFKIN (*pro hac vice*)  
4 ALEXANDER H. SCHMIDT (*pro hac vice*)  
5 MARTIN E. RESTITUYO (*pro hac vice*)  
6 270 Madison Avenue  
7 New York, New York 10016  
8 Telephone: 212/545-4600  
9 Facsimile: 212/545-4677  
10 rifkin@whafh.com  
11 schmidt@whafh.com  
12 restituyo@whafh.com

13 RANDALL S. NEWMAN, P.C.  
14 RANDALL S. NEWMAN  
15 The Trump Building  
16 40 Wall Street, 61st Floor  
17 New York, New York 10005  
18 Telephone: 212/797-3737  
19 Facsimile: 212/797-3172  
20 rsn@randallnewman.net

21 SHABEL & DENITTIS, P.C.  
22 STEPHEN P. DENITTIS (*pro hac vice*)  
23 NORMAN SHABEL (*pro hac vice*)  
24 5 Greentree Centre, Suite 302  
25 Marlton, New Jersey 08053  
26 Telephone: 856/797-9951  
27 Facsimile: 856/797-9978  
28 sdenittis@shabeldenittis.com

Plaintiffs' Interim Lead Counsel

APPLE:16222.DECL

RICKERT DECLARATION IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT AT&T MOBILITY  
LLC'S MOTION TO COMPEL ARBITRATION AND TO DISMISS CLAIMS PURSUANT TO THE FEDERAL  
ARBITRATION ACT; REQUEST FOR JUDICIAL NOTICE - MASTER FILE NO. C 07-05152 JW

# **EXHIBIT A**

iPhone images

## Apple Reinvents the Phone with iPhone

MACWORLD SAN FRANCISCO—January 9, 2007—Apple® today introduced iPhone, combining three products—a revolutionary mobile phone, a widescreen iPod® with touch controls, and a breakthrough Internet communications device with desktop-class email, web browsing, searching and maps—into one small and lightweight handheld device. iPhone introduces an entirely new user interface based on a large multi-touch display and pioneering new software, letting users control iPhone with just their fingers. iPhone also ushers in an era of software power and sophistication never before seen in a mobile device, which completely redefines what users can do on their mobile phones.

“iPhone is a revolutionary and magical product that is literally five years ahead of any other mobile phone,” said Steve Jobs, Apple’s CEO. “We are all born with the ultimate pointing device—our fingers—and iPhone uses them to create the most revolutionary user interface since the mouse.”

### **iPhone is a Revolutionary Mobile Phone**

iPhone is a revolutionary new mobile phone that allows users to make calls by simply pointing at a name or number. iPhone syncs all of your contacts from your PC, Mac® or Internet service such as Yahoo!, so that you always have your full list of up-to-date contacts with you. In addition, you can easily construct a favorites list for your most frequently made calls, and easily merge calls together to create conference calls.

iPhone’s pioneering Visual Voicemail, an industry first, lets users look at a listing of their voicemails, decide which messages to listen to, then go directly to those messages without listening to the prior messages. Just like email, iPhone’s Visual Voicemail enables users to immediately randomly access those messages that interest them most.

iPhone includes an SMS application with a full QWERTY soft keyboard to easily send and receive SMS messages in multiple sessions. When users need to type, iPhone presents them with an elegant touch keyboard which is predictive to prevent and correct mistakes, making it much easier and more efficient to use than the small plastic keyboards on many smartphones. iPhone also includes a calendar application that allows calendars to be automatically synced with your PC or Mac.

iPhone features a 2 megapixel camera and a photo management application that is far beyond anything on a phone today. Users can browse their photo library, which can be easily synced from their PC or Mac, with just a flick of a finger and easily choose a photo for their wallpaper or to include in an email.

iPhone is a quad-band GSM phone which also features EDGE and Wi-Fi wireless technologies for data networking. Apple has chosen Cingular, the best and most popular carrier in the US with over 58 million subscribers, to be Apple’s exclusive carrier partner for iPhone in the US.

### **iPhone is a Widescreen iPod**

iPhone is a widescreen iPod with touch controls that lets music lovers “touch” their music by easily scrolling through entire lists of songs, artists, albums and playlists with just a flick of a finger. Album artwork is stunningly presented on iPhone’s large and vibrant display.

iPhone also features Cover Flow, Apple’s amazing way to browse your music library by album cover artwork, for the first time on an iPod. When navigating your music library on iPhone, you are automatically switched

into Cover Flow by simply rotating iPhone into its landscape position.

iPhone's stunning 3.5-inch widescreen display offers the ultimate way to watch TV shows and movies on a pocketable device, with touch controls for play-pause, chapter forward-backward and volume. iPhone plays the same videos purchased from the online iTunes® Store that users enjoy watching on their computers and iPods, and will soon enjoy watching on their widescreen televisions using the new Apple TV™. The iTunes Store now offers over 350 television shows, over 250 feature films and over 5,000 music videos.

iPhone lets users enjoy all their iPod content, including music, audiobooks, audio podcasts, video podcasts, music videos, television shows and movies. iPhone syncs content from a user's iTunes library on their PC or Mac, and can play any music or video content they have purchased from the online iTunes store.

#### **iPhone is a Breakthrough Internet Communications Device**

iPhone features a rich HTML email client which fetches your email in the background from most POP3 or IMAP mail services and displays photos and graphics right along with the text. iPhone is fully multi-tasking, so you can be reading a web page while downloading your email in the background.

Yahoo! Mail, the world's largest email service with over 250 million users, is offering a new free "push" IMAP email service to all iPhone users that automatically pushes new email to a user's iPhone, and can be set up by simply entering your Yahoo! name and password. iPhone will also work with most industry standard IMAP and POP based email services, such as Microsoft Exchange, Apple .Mac Mail, AOL Mail, Google Gmail and most ISP mail services.

iPhone also features the most advanced and fun-to-use web browser on a portable device with a version of its award-winning Safari™ web browser for iPhone. Users can see any web page the way it was designed to be seen, and then easily zoom in to expand any section by simply tapping on iPhone's multi-touch display with their finger. Users can surf the web from just about anywhere over Wi-Fi or EDGE, and can automatically sync their bookmarks from their PC or Mac. iPhone's Safari web browser also includes built-in Google Search and Yahoo! Search so users can instantly search for information on their iPhone just like they do on their computer.

iPhone also includes Google Maps, featuring Google's groundbreaking maps service and iPhone's amazing maps application, offering the best maps experience by far on any pocket device. Users can view maps, satellite images, traffic information and get directions, all from iPhone's remarkable and easy-to-use touch interface.

#### **iPhone's Advanced Sensors**

iPhone employs advanced built-in sensors—an accelerometer, a proximity sensor and an ambient light sensor—that automatically enhance the user experience and extend battery life. iPhone's built-in accelerometer detects when the user has rotated the device from portrait to landscape, then automatically changes the contents of the display accordingly, with users immediately seeing the entire width of a web page, or a photo in its proper landscape aspect ratio.

iPhone's built-in proximity sensor detects when you lift iPhone to your ear and immediately turns off the display to save power and prevent inadvertent touches until iPhone is moved away. iPhone's built-in ambient light sensor automatically adjusts the display's brightness to the appropriate level for the current ambient light, thereby enhancing the user experience and saving power at the same time.

#### **Pricing & Availability**

iPhone will be available in the US in June 2007, Europe in late 2007, and Asia in 2008, in a 4GB model for

\$499 (US) and an 8GB model for \$599 (US), and will work with either a PC or Mac. iPhone will be sold in the US through Apple's retail and online stores, and through Cingular's retail and online stores. Several iPhone accessories will also be available in June, including Apple's new remarkably compact Bluetooth headset.

iPhone includes support for quad-band GSM, EDGE, 802.11b/g Wi-Fi and Bluetooth 2.0 EDR wireless technologies.

iPhone requires a Mac with a USB 2.0 port, Mac OS® X v10.4.8 or later and iTunes 7; or a Windows PC with a USB 2.0 port and Windows 2000 (Service Pack 4), Windows XP Home or Professional (Service Pack 2). Internet access is required and a broadband connection is recommended. Apple and Cingular will announce service plans for iPhone before it begins shipping in June.

#### **Learn More About iPhone**

To learn more about iPhone, please visit [Apple.com](http://Apple.com) or watch the video of the iPhone introduction at [www.apple.com/iphone/keynote](http://www.apple.com/iphone/keynote).

Apple ignited the personal computer revolution in the 1970s with the Apple II and reinvented the personal computer in the 1980s with the Macintosh. Today, Apple continues to lead the industry in innovation with its award-winning desktop and notebook computers, OS X operating system, and iLife and professional applications. Apple is also spearheading the digital music revolution with its iPod portable music players and iTunes online store.

---

#### **Press Contacts:**

Natalie Kerris  
Apple  
(408) 974-6877  
[nat@apple.com](mailto:nat@apple.com)

Steve Dowling  
Apple  
(408) 974-1896  
[dowling@apple.com](mailto:dowling@apple.com)

NOTE TO EDITORS: For additional information visit Apple's **PR website**, or call Apple's Media Helpline at (408) 974-2042.

Apple, the Apple logo, Mac, Mac OS, Macintosh, iPod, iTunes, Apple TV and Safari are trademarks of Apple. Other company and product names may be trademarks of their respective owners.



## **EXHIBIT B**

110TH CONGRESS  
1ST SESSION

# H. R. 3010

To amend chapter 1 of title 9 of United States Code with respect to  
arbitration.

---

## IN THE HOUSE OF REPRESENTATIVES

JULY 12, 2007

Mr. JOHNSON of Georgia (for himself, Mr. BARROW, Mr. LEWIS of Georgia,  
Ms. SCHAKOWSKY, Mr. BRALEY of Iowa, Mr. CUMMINGS, Mr. GONZALEZ,  
Mr. COHEN, and Mr. ELLISON) introduced the following bill; which was  
referred to the Committee on the Judiciary

---

## A BILL

To amend chapter 1 of title 9 of United States Code with  
respect to arbitration.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Arbitration Fairness  
5       Act of 2007”.

6       **SEC. 2. FINDINGS.**

7       The Congress finds the following:

8               (1) The Federal Arbitration Act (now enacted  
9       as chapter 1 of title 9 of the United States Code)

1 was intended to apply to disputes between commer-  
2 cial entities of generally similar sophistication and  
3 bargaining power.

4 (2) A series of United States Supreme Court  
5 decisions have changed the meaning of the Act so  
6 that it now extends to disputes between parties of  
7 greatly disparate economic power, such as consumer  
8 disputes and employment disputes. As a result, a  
9 large and rapidly growing number of corporations  
10 are requiring millions of consumers and employees  
11 to give up their right to have disputes resolved by  
12 a judge or jury, and instead submit their claims to  
13 binding arbitration.

14 (3) Most consumers and employees have little  
15 or no meaningful option whether to submit their  
16 claims to arbitration. Few people realize, or under-  
17 stand the importance of the deliberately fine print  
18 that strips them of rights; and because entire indus-  
19 tries are adopting these clauses, people increasingly  
20 have no choice but to accept them. They must often  
21 give up their rights as a condition of having a job,  
22 getting necessary medical care, buying a car, open-  
23 ing a bank account, getting a credit card, and the  
24 like. Often times, they are not even aware that they  
25 have given up their rights.

1           (4) Private arbitration companies are some-  
2 times under great pressure to devise systems that  
3 favor the corporate repeat players who decide wheth-  
4 er those companies will receive their lucrative busi-  
5 ness.

6           (5) Mandatory arbitration undermines the de-  
7 velopment of public law for civil rights and consumer  
8 rights, because there is no meaningful judicial review  
9 of arbitrators' decisions. With the knowledge that  
10 their rulings will not be seriously examined by a  
11 court applying current law, arbitrators enjoy near  
12 complete freedom to ignore the law and even their  
13 own rules.

14           (6) Mandatory arbitration is a poor system for  
15 protecting civil rights and consumer rights because  
16 it is not transparent. While the American civil jus-  
17 tice system features publicly accountable decision  
18 makers who generally issue written decisions that  
19 are widely available to the public, arbitration offers  
20 none of these features.

21           (7) Many corporations add to their arbitration  
22 clauses unfair provisions that deliberately tilt the  
23 systems against individuals, including provisions  
24 that strip individuals of substantive statutory rights,  
25 ban class actions, and force people to arbitrate their

1 claims hundreds of miles from their homes. While  
2 some courts have been protective of individuals, too  
3 many courts have upheld even egregiously unfair  
4 mandatory arbitration clauses in deference to a sup-  
5 posed Federal policy favoring arbitration over the  
6 constitutional rights of individuals.

7 **SEC. 3. DEFINITIONS.**

8 Section 1 of title 9, United States Code, is amend-  
9 ed—

10 (1) by amending the heading to read as follows:

11 **“§ 1. Definitions”;**

12 (2) by inserting before “‘Maritime’” the fol-  
13 lowing:

14 “As used in this chapter—”;

15 (3) by striking “‘Maritime transactions’” and  
16 inserting the following:

17 “(1) ‘maritime transactions’;”;

18 (4) by striking “commerce” and inserting the  
19 following:

20 “(2) ‘commerce’”;

21 (5) by striking “, but nothing” and all that fol-  
22 lows through the period at the end, and inserting a  
23 semicolon; and

24 (6) by adding at the end the following:

1           “(3) ‘employment dispute’, as herein defined,  
2           means a dispute between an employer and employee  
3           arising out of the relationship of employer and em-  
4           ployee as defined by the Fair Labor Standards Act;

5           “(4) ‘consumer dispute’, as herein defined,  
6           means a dispute between a person other than an or-  
7           ganization who seeks or acquires real or personal  
8           property, services, money, or credit for personal,  
9           family, or household purposes and the seller or pro-  
10          vider of such property, services, money, or credit;

11          “(5) ‘franchise dispute’, as herein defined,  
12          means a dispute between a franchisor and franchisee  
13          arising out of or relating to contract or agreement  
14          by which—

15               “(A) a franchisee is granted the right to  
16               engage in the business of offering, selling, or  
17               distributing goods or services under a mar-  
18               keting plan or system prescribed in substantial  
19               part by a franchisor;

20               “(B) the operation of the franchisee’s busi-  
21               ness pursuant to such plan or system is sub-  
22               stantially associated with the franchisor’s trade-  
23               mark, service mark, trade name, logotype, ad-  
24               vertising, or other commercial symbol desig-  
25               nating the franchisor or its affiliate; and

1           “(C) the franchisee is required to pay, di-  
2           rectly or indirectly, a franchise fee; and

3           “(6) ‘pre-dispute arbitration agreement’, as  
4           herein defined, means any agreement to arbitrate  
5           disputes that had not yet arisen at the time of the  
6           making of the agreement.”.

7   **SEC. 4. VALIDITY AND ENFORCEABILITY.**

8           Section 2 of title 9, United States Code, is amend-  
9   ed—

10           (1) by amending the heading to read as follows:

11   **“§ 2. Validity and enforceability”,**

12           (2) by inserting “(a)” before “A written”;

13           (3) by striking “, save” and all that follows  
14           through “contract”, and inserting “to the same ex-  
15           tent as contracts generally, except as otherwise pro-  
16           vided in the title”; and

17           (4) by adding at the end the following:

18           “(b) No predispute arbitration agreement shall be  
19   valid or enforceable if it requires arbitration of—

20           “(1) an employment, consumer, or franchise  
21           dispute; or

22           “(2) a dispute arising under any statute in-  
23           tended to protect civil rights or to regulate contracts  
24           or transactions between parties of unequal bar-  
25           gaining power.

1       “(c) An issue as to whether this chapter applies to  
2 an arbitration agreement shall be determined by Federal  
3 law. Except as otherwise provided in this chapter, the va-  
4 lidity or enforceability of an agreement to arbitrate shall  
5 be determined by the court, rather than the arbitrator,  
6 irrespective of whether the party resisting arbitration chal-  
7 lenges the arbitration agreement specifically or in conjunc-  
8 tion with other terms of the contract containing such  
9 agreement.

10       “(d) Nothing in this chapter shall apply to any arbi-  
11 tration provision in a collective bargaining agreement.”.

12 **SEC. 5. EFFECTIVE DATE.**

13       This Act, and the amendments made by this Act,  
14 shall take effect on the date of the enactment of this Act  
15 and shall apply with respect to any dispute or claim that  
16 arises on or after such date.

○



## **EXHIBIT C**



# iPhone

Important Product  
Information Guide

This *Important Product Information Guide* contains safety, handling, disposal and recycling, regulatory, and software license information, as well as the one-year limited warranty for iPhone.



Read all safety information below and operating instructions before using iPhone to avoid injury. For detailed operating instructions, including any updates to the safety and regulatory information, see the *iPhone User's Guide* at: [www.apple.com/support/manuals/iphone](http://www.apple.com/support/manuals/iphone)

## Important Safety Information

**WARNING:** Failure to follow these safety instructions could result in fire, electric shock, or other injury or damage.

### Handling iPhone

Do not drop, disassemble, open, crush, bend, deform, puncture, shred, microwave, incinerate, paint, or insert foreign objects into iPhone.

### Avoiding Water and Wet Locations

Do not use iPhone in rain, or near washbasins or other wet locations. Take care not to spill any food or liquid on iPhone. In case iPhone gets wet, unplug all cables, turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider) before cleaning, and allow it to dry thoroughly before turning it on again. Do not attempt to dry iPhone with an external heat source, such as a microwave oven or hair dryer.

#### **Repairing iPhone**

Never attempt to repair or modify iPhone yourself. iPhone does not contain any user-serviceable parts, except for the SIM card and SIM tray. If iPhone has been submerged in water, punctured, or subjected to a severe fall, do not use it until you take it to an Apple Authorized Service Provider. For service information, choose iPhone Help from the Help menu in iTunes or go to [www.apple.com/support/iphone/service](http://www.apple.com/support/iphone/service). The rechargeable battery in iPhone should be replaced only by an Apple Authorized Service Provider. For more information about batteries, go to [www.apple.com/batteries](http://www.apple.com/batteries).

#### **Charging iPhone**

To charge iPhone, only use the Apple Dock Connector to USB Cable with an Apple USB Power Adapter or a high-power USB port on another device that is compliant with the USB 2.0 or 1.1 standards, another Apple-branded product or accessory designed to work with iPhone, or a third-party accessory certified to use Apple's "Works with iPhone" logo.

Read all safety instructions for any products and accessories before using with iPhone. Apple is not responsible for the operation of third-party accessories or their compliance with safety and regulatory standards.

When you use the Apple USB Power Adapter to charge iPhone, make sure that the power adapter is fully assembled before you plug it into a power outlet. Then insert the Apple USB Power Adapter firmly into the power outlet. Do not connect or disconnect the Apple USB Power Adapter with wet hands. Do not use any power adapter other than the Apple USB Power Adapter to charge iPhone.

The Apple USB Power Adapter may become warm during normal use. Always allow adequate ventilation around the Apple USB Power Adapter and use care when handling. Unplug the Apple USB Power Adapter if any of the following conditions exist:

- The power cord or plug has become frayed or damaged.
- The adapter is exposed to rain, liquid, or excessive moisture.
- The adapter case has become damaged.
- You suspect the adapter needs service or repair.
- You want to clean the adapter.

#### **Avoiding Hearing Damage**

Permanent hearing loss may occur if the receiver, earbuds, headphones, speakerphone, or earpieces are used at high volume. Set the volume to a safe level. You can adapt over time to a higher volume of sound that may sound normal but can be damaging to your hearing. If you experience ringing in your ears or muffled speech, stop listening and have your hearing checked. The louder the volume, the less time is required before your hearing could be affected. Hearing experts suggest that to protect your hearing:

- Limit the amount of time you use the receiver, earbuds, headphones, speakerphone, or earpieces at high volume.
- Avoid turning up the volume to block out noisy surroundings.
- Turn the volume down if you can't hear people speaking near you.

For information about how to set a maximum volume limit on iPhone, see the *iPhone User's Guide*.

### Driving Safely

Use of iPhone and headphones (even if used only in one ear) while driving a vehicle or riding a bicycle is not recommended and is illegal in some areas. Check and obey the laws and regulations on the use of mobile devices like iPhone in the areas where you drive. Be careful and attentive while driving. If you decide to use iPhone while driving or riding a bicycle, keep in mind the following guidelines:<sup>1</sup>

- **Give full attention to driving and to the road.**  
Using a mobile device while driving may be distracting. If you find it disruptive or distracting while operating any type of vehicle, riding a bicycle, or performing any activity that requires your full attention, pull off the road and park before making or answering a call if driving conditions require.
- **Get to know iPhone and its features such as favorites, recents, and speakerphone.**  
These features help you to place your call without taking your attention off the road. See the *iPhone User's Guide* for more information.
- **Use a hands-free device.**  
Add an extra layer of convenience and safety to your iPhone with one of the many hands-free accessories available.
- **Position iPhone within easy reach.**  
Keep your eyes on the road. If you get an incoming call at an inconvenient time, let your voicemail answer it for you.

<sup>1</sup> Adapted from the CTIA-The Wireless Association® Safe Driving Tips.

- **Assess the traffic before dialing, or place calls when you are not moving or before pulling into traffic.**  
Try to plan calls when your car will be stationary. Never dial or enter other text while you are driving.
- **Let the person you are speaking with know you are driving.**  
If necessary, suspend the call in heavy traffic or hazardous weather conditions. Driving in rain, sleet, snow, ice, fog, and even heavy traffic can be hazardous.
- **Do not take notes, look up phone numbers, or perform any other activities that require your attention while driving.**  
Jotting down a to-do list or flipping through your address book takes attention away from your primary responsibility, driving safely.
- **Do not engage in stressful or emotional conversations that may be distracting.**  
Make people you are talking with aware you are driving and suspend conversations that have the potential to divert your attention from the road.

#### **Avoiding Eyestrain**

When watching video or reading text on iPhone, avoid prolonged use and take breaks to prevent eyestrain.

#### **Glass Parts**

The outside cover of the iPhone screen is made of glass. This glass could break if iPhone is dropped on a hard surface or receives a substantial impact. If the glass chips or cracks, do not touch or attempt to remove the broken glass. Stop using iPhone until the glass is replaced by an Apple Authorized Service Provider. Glass cracked due to misuse or abuse is not covered under the warranty.

#### **Choking Hazards**

iPhone contains small parts, which may present a choking hazard to small children. Keep iPhone and its accessories away from small children.

#### **Repetitive Motion**

When you perform repetitive activities such as typing on iPhone, you may experience occasional discomfort in your hands, arms, shoulders, neck, or other parts of your body. If you continue to have discomfort during or after such use, stop use and see a physician.

#### **Potentially Explosive Atmospheres**

Turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider) when in any area with a potentially explosive atmosphere. Do not charge iPhone, and obey all signs and instructions. Sparks in such areas could cause an explosion or fire, resulting in serious injury or even death.

Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine.

#### **For Vehicles Equipped with an Air Bag**

An air bag inflates with great force. Do not store iPhone or any of its accessories in the area over the air bag or in the air bag deployment area.



**Exposure to Radio Frequency Energy**

iPhone contains radio transmitters and receivers. When on, iPhone receives and sends out radio frequency (RF) energy through its antenna. The iPhone antenna is located on the back of iPhone near the dock connector. iPhone is designed and manufactured not to exceed limits for exposure to RF energy set by the Federal Communications Commission (FCC) of the United States. The exposure standard employs a unit of measurement known as the specific absorption rate, or SAR. The SAR limit applicable to iPhone set by the FCC is 1.6 watts per kilogram (W/kg). Tests for SAR are conducted using standard operating positions (i.e., at the ear and worn on the body) specified by the FCC with iPhone transmitting at its highest certified power level in all tested frequency bands. Although SAR is determined at the highest certified power level, the actual SAR level of iPhone while in operation can be well below the maximum value because iPhone adjusts its cellular transmitting power based in part on proximity to the wireless network. In general, the closer you are to a cellular base station, the lower the cellular transmitting power level.

iPhone has been tested,<sup>2</sup> and meets the FCC RF exposure guidelines for cellular, Wi-Fi, and Bluetooth® operation. When tested for use at the ear, iPhone's highest SAR value is 0.974 W/kg. When tested for body-worn operation, with iPhone positioned 5/8 inch (15 mm) from the body, iPhone's highest SAR value is 0.694 W/kg. For body-worn

<sup>2</sup> The device was tested by an accredited laboratory according to measurement standards and procedures specified in FCC OET Bulletin 65, Supplement C (Edition 01-01) and IEEE P1528.1, April 21 2003.

operation, iPhone's SAR measurement may exceed the FCC exposure guidelines if positioned less than 5/8 inch (15 mm) from the body. For optimal mobile device performance and to be sure that human exposure to RF energy does not exceed the FCC guidelines, always follow these instructions and precautions: When on a call using the built-in audio receiver in iPhone, hold iPhone with the 30-pin connector pointed down toward your shoulder to increase separation from the antenna. For body-worn operation, keep iPhone at least 5/8 inch (15 mm) away from the body, and only use carrying cases, belt clips, or holders that do not have metal parts and that maintain at least 5/8 inch (15 mm) separation between iPhone and the body. When using the EDGE data transmission feature of iPhone (see the *iPhone User's Guide* for more information), position iPhone's antenna at least 5/8 inch (15 mm) from the body.

If you are still concerned about exposure to RF energy, you can further limit your exposure by limiting the amount of time using iPhone, since time is a factor in how much exposure a person receives, and by placing more distance between your body and iPhone, since exposure level drops off dramatically with distance.

#### **Additional Information**

For more information from the FCC about exposure to RF energy, see: [www.fcc.gov/oet/rfsafety](http://www.fcc.gov/oet/rfsafety)

The FCC and the U.S. Food and Drug Administration (FDA) also maintain a consumer website at [www.fda.gov/cellphones](http://www.fda.gov/cellphones) to address inquiries about the safety of mobile phones. Please check the website periodically for updates.

For information about the scientific research related to RF energy exposure, see the EMF Research Database maintained by the World Health Organization at: [www.who.int/emf](http://www.who.int/emf)

**Radio Frequency Interference**

Nearly every electronic device is subject to radio frequency interference from external sources if inadequately shielded or designed, or otherwise not configured to be compatible. As a result, iPhone may cause interference with other devices. Follow these instructions to avoid interference problems.

**Aircraft** Federal Aviation Administration (FAA) regulations may prohibit using wireless devices while in the air. For more information about using Airplane Mode to turn off the iPhone wireless transmitters, see the *iPhone User's Guide*.

**Vehicles** RF signals may affect installed or inadequately shielded electronic systems in motor vehicles. Check with the manufacturer or its representative regarding your vehicle.

**Electronic Devices** Most modern electronic equipment is shielded from RF signals. However, certain electronic equipment may not be shielded against the RF signals from iPhone.

**Pacemakers** The Health Industry Manufacturers Association recommends that a minimum separation of 6 inches (15 cm) be maintained between a handheld wireless phone and a pacemaker to avoid potential interference with the pacemaker. Persons with pacemakers:

- Should *always* keep iPhone more than six inches from their pacemaker when the phone is turned on
- Should not carry iPhone in a breast pocket
- Should use the ear opposite the pacemaker to minimize the potential for interference

If you have any reason to suspect that interference is taking place, turn iPhone *off* immediately.

**Hearing Aids** iPhone may interfere with some hearing aids. If it does, consult the hearing aid manufacturer or your physician for alternatives or remedies.

**Other Medical Devices** If you use any other personal medical device, consult the device manufacturer or your physician to determine if it is adequately shielded from external RF energy.

Turn iPhone *off* in health care facilities when any regulations posted in these areas instruct you to do so. Hospitals and health care facilities may use equipment that is sensitive to external RF energy.

**Posted Facilities** Turn off iPhone in any facility where posted notices so require.

**Blasting Areas** To avoid interfering with blasting operations, turn off iPhone when in a "blasting area" or in areas posted "Turn off two-way radio." Obey all signs and instructions.

**Emergency Calls** You should not rely on wireless devices for essential communications, such as medical emergencies. Use of iPhone to call emergency services, for example by dialing 911, may not work in all locations. Emergency numbers and services vary by region, and sometimes an emergency call cannot be placed due to network availability or environmental interference.

### Important Handling Information

**NOTICE:** Failure to follow these handling instructions could result in damage to iPhone or other property.

#### Carrying iPhone

iPhone contains sensitive components. Do not bend, drop, or crush iPhone. If you are concerned about scratching iPhone, you can use one of the many cases sold separately.

#### Using Connectors and Ports

Never force a connector into a port. Check for obstructions on the port. If the connector and port don't join with reasonable ease, they probably don't match. Make sure that the connector matches the port and that you have positioned the connector correctly in relation to the port.

#### Keeping iPhone Within Acceptable Temperatures

Operate iPhone in a place where the temperature is always between 0° and 35° C (32° to 95° F). Battery life might temporarily shorten in low-temperature conditions.

Store iPhone in a place where the temperature is always between -20° and 45° C (-4° to 113° F). Don't leave iPhone in your car, because temperatures in parked cars can exceed this range.

When you're using iPhone or charging the battery, it is normal for iPhone to get warm. The exterior of iPhone functions as a cooling surface that transfers heat from inside the unit to the cooler air outside.

#### **Keeping the Outside of iPhone Clean**

To clean iPhone, unplug all cables and turn off iPhone (press and hold the Sleep/Wake button, and then slide the onscreen slider). Then use a soft, slightly damp, lint-free cloth. Avoid getting moisture in openings. Don't use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean iPhone.

### **Disposal and Recycling Information**

#### **Apple Used Mobile Phone Recycling Program**

For free recycling of your old mobile phone, see [www.apple.com/environment/recycling](http://www.apple.com/environment/recycling) for a prepaid shipping label and instructions.

#### **iPhone Disposal and Recycling**

You must dispose of iPhone properly according to local laws and regulations. Because iPhone contains electronic components and a battery, iPhone must be disposed of separately from household waste. When iPhone reaches its end of life, contact local authorities to learn about disposal and recycling options, or simply drop it off at your local Apple retail store or return it to Apple. See [www.apple.com/environment/recycling](http://www.apple.com/environment/recycling) for more information.

**Apple and the Environment**

At Apple, we recognize our responsibility to minimize the environmental impacts of our operations and products. For more information go to: [www.apple.com/environment](http://www.apple.com/environment)

**FCC Compliance Statement**

This device complies with part 15 of the FCC rules.

Operation is subject to the following two conditions:

- (1) This device may not cause harmful interference, and
- (2) this device must accept any interference received, including interference that may cause undesired operation.

**Important:** Changes or modifications to this product not authorized by Apple could void the EMC compliance and negate your authority to operate the product. This product has demonstrated EMC compliance under conditions that included the use of compliant peripheral devices and shielded cables between system components. It is important that you use compliant peripheral devices and shielded cables between system components to reduce the possibility of causing interference to radios, televisions, and other electronic devices.

**Software License**

Use of iPhone is subject to the iPhone Software License Agreement found at: [www.apple.com/legal/sla](http://www.apple.com/legal/sla)

### Apple One (1) Year Limited Warranty

Apple's warranty obligations for this hardware product are limited to the terms set forth below:

Apple Inc. ("Apple") warrants this Apple-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Apple will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Apple may request that you replace defective parts with new or refurbished user-installable parts that Apple provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Apple, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Apple's property. Parts provided by Apple in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Apple and becomes Apple's property.

### EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Apple that can be identified by the "Apple" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Apple hardware products or any software, even if packaged or sold with Apple hardware. Manufacturers, suppliers, or publishers, other than Apple, may provide their own warranties to the end user purchaser, but Apple, in so far as permitted by law, provides their products "as is". Software distributed by Apple with or without the Apple brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement



accompanying the software for details of your rights with respect to its use.

Apple does not warrant that the operation of the product will be uninterrupted or error-free. Apple is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Apple products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Apple; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP"); (e) to a product or part that has been modified to alter functionality or capability without the written permission of Apple; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or (h) if any Apple serial number has been removed or defaced.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. APPLE'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY APPLE IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. No Apple reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, APPLE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING

FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH APPLE PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **OBTAINING WARRANTY SERVICE**

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the Apple representatives or, if applicable, an Apple owned retail store ("Apple Retail") or AASP located using the information provided in the documentation. When contacting Apple via telephone, other charges may apply depending on your location. When calling, an Apple representative or AASP will help determine whether your product requires service and, if it does, will inform you how Apple will provide it. You must assist in diagnosing issues with your product and follow Apple's warranty processes.

Apple may restrict service to the fifty states of the United States of America and the District of Columbia, and provide warranty service (i) at an Apple Retail or AASP location, where service is performed at the location, or the Apple Retail or AASP may send the product to an Apple repair service location for service, (ii) by sending you prepaid way bills (and if you no longer have the original packaging, Apple may send you packaging material) to enable you to ship the product to Apple's repair service location for service, or (iii) by sending you new or refurbished customer-installable replacement

product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of Apple and you agree to follow instructions, including, if required, arranging the return of original product or part to Apple in a timely manner. When providing DIY Service requiring the return of the original product or part, Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, Apple will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, Apple may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Apple will maintain and use customer information in accordance with the Apple Customer Privacy Policy accessible at [www.apple.com/legal/privacy](http://www.apple.com/legal/privacy).

If your product is capable of storing software programs, data and other information, you should protect its contents against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the contents and disable any security passwords. THE CONTENTS OF YOUR PRODUCT WILL BE DELETED AND THE STORAGE MEDIA REFORMATTED IN THE COURSE OF WARRANTY SERVICE. Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other software programs, data and passwords. Recovery and reinstallation of software programs and user data are not covered under this Limited Warranty.

Apple Inc.  
1 Infinite Loop  
Cupertino, CA 95014  
USA

© 2007 Apple Inc. All rights reserved.  
Apple, the Apple logo, iTunes, Mac, and Mac OS are  
trademarks of Apple Inc., registered in the U.S. and other  
countries. iPhone is a trademark of Apple Inc. The Bluetooth®  
word mark and logos are owned by the Bluetooth SIG, Inc.  
and any use of such marks by Apple Inc. is under license.  
034-3995-A  
Printed in China